

# Mid-Michigan Water Chemical Consortium 2022-2023

# JCI Jones Chemicals, Inc. Supplier Response

# **Event Information**

Number: Mid-Michigan Water Chemical Consortium 2022-2023

Title: 2022040622

Type: Request for Proposal- Sealed

Issue Date: 4/6/2022

Deadline: 4/15/2022 02:00 PM (ET)

Notes: Notice to Bidders:

Sealed Proposals in response to this Request for Proposal ("RFP") will be received by the Board of Water and Light ("BWL")for Mid-

Michigan Water Chemical Consortium 2022-2023.

Proposals must be in full accordance with the enclosed Scope of

Work.

Proposals must be submitted through IonWave. Proposals received via e-mail will not be accepted.

The BWL reserves the right to reject any or all Proposals, waive irregularities or technicalities in any Proposal, and accept any Proposal in whole or in part, which in the opinion of the BWL, is in its best interest. The BWL does not limit the methods or factors to be used for evaluation.

# **Contact Information**

Contact: Rachelle Hall

Address: 1110 South Pennsylvania Ave.

Lansing, MI 48912

Email: rachelle.hall@lbwl.com

# JCI Jones Chemicals, Inc. Information

Contact: Pam Nowaske Address: 18000 Payne Street

Riverview, MI 48193

Phone: (734) 283-0677

Email: pnowaske@jcichem.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Summer Mello summer@jcichem.com

Signature Email

Submitted at 4/15/2022 11:14:32 AM

# **Supplier Note**

Price is subject to change Quarterly upon 30 day written notice.

# **Requested Attachments**

Exceptions to Terms and Conditions (if applicable)

FINAL Terms and Conditions for Water Chemicals- JCI Redline Section 14.doc

Sworn and Notarized Affidavit of Compliance

SUBMITTED- Sworn & Notarized Aff.pdf

Other Attachment

SUBMITTED- Misc Docs.pdf

# **Bid Attributes**

1 Company Contact

Please provide the primary contact's name, e-mail, and phone number for this proposal.

Summer Mello summer@jcichem.com (941) 330-1537

2 How many years has your firm been in business under the present ownership?

92 Years

3 Have you done business with the Board of Water and Light? If so, furnish specifics.

Yes- we have supplied treatment chemicals upon since 2001 or prior

4 Have you done business with the City of Lansing? If so, furnish specifics.

Yes- we have supplied treatment chemicals upon since 1998 or prior

Have you ever defaulted on a contract or been involved in litigation with the BWL or the City of Lansing? If so, furnish specifics.

No

Have you ever defaulted on a contract or been involved in litigation with any other client in the past five years? If so, furnish specifics.

No

| 7   | List any relationships between your firm's staff and any current BWL employee.   |  |
|-----|--|--|
|     | None   |  |
| 8   | List at least three (3) references for similar work you have performed for other clients. Include client's name, contact name, title and phone number.  City of Kalamazoo MI Michelle Emig (269) 337-8020  |  |
|     | Macomb County MI Peter Trombley (586) 772-3425 Wayne County MI Dan Sawicki (313) 213-5243 <> MORE REFERENCES AVAILABLE UPON REQUEST <>   |  |
| 9   | List subcontractors that you plan to use on this project.  |  |
|     | None   |  |
| 1 0 | Indicate any exceptions to the enclosed Terms and Conditions  If YES, Contractor must provide red-lined editing on the BWL Terms and Conditions Microsoft Word document only. Any submission of, or general references to Contractor Terms and Conditions in its entirety anywhere within the proposal will invalidate the proposal.  Yes  |  |
| 1   | Acknowledgment of receipt of any Addendas issued.  Yes   |  |
| 1 2 | Confirm you have reviewed all attachments included in this solicitation.  ✓ Yes (Yes)  |  |
| 1 3 | Product meets quality specifications in the Scope of Work?  Yes  |  |
| 4   |  |  |
| 4   | Able to meet delivery requirements for each municipality in the Scope of Work?  Including but not limited to delivery days of week, hours, load size, unloading requirements.  |  |
|     | Yes  |  |
| 1 5 | I have read and agreed.  |  |
| 5   | The Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents provided in the Instructions to Bidders and completed by the bidder, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract. |  |
|     | The Bidder certifies that this proposal is made in good faith, upon the best information, with knowledge and accuracy, and without collusion or connection with any other person or persons submitting proposals for the work.   ✓ I have read and agreed (I have read and agreed)   |  |
|     |  |  |
| Bio | d Lines  |  |
| 1   | Sodium Hypochlorite (per gallon)   |  |
|     | Quantity:         1         UOM:         GAL         Price:         \$1.59         Total:         \$1.59   |  |
|     | Supplier Notes: Price is subject to change Quarterly upon 30 day written notice.   |  |
|     | Mid-Michigan Water Chemical Consortium 2022-   |  |

| 2   | Sodium Hypochlorite Demurrage (first 4 hours free)                       |         |
|-----|--|---------|
|     | Quantity:   1   UOM:   HR   Price:   \$80.00   Total:                    | \$80.00 |
| 3   | Hydrofluosilic Acid- 40,000 lbs. minimum shipments                       |         |
|     | Quantity: 1 UOM: ton   | No Bid  |
| 4   | Hydrofluosilic Acid- 30,000 lbs. minimum shipments                       |         |
|     | Quantity: 1 UOM: ton   | No Bid  |
| 5   | Hydrofluosilic Acid- multiple locations in 40,000 lbs. minimum shipments |         |
|     | Quantity: 1 UOM: ton   | No Bid  |
| 6   | Hydrofluosilic Acid- Demurrage (first 4 hours free)                      |         |
|     | Quantity: 1 UOM: hr  | No Bid  |
| 7   | Ferric Chloride- Dry   |         |
|     | Quantity: 1 UOM: ton   | No Bid  |
| 8   | Ferric Chloride-Liquid   |         |
|     | Quantity: 1 UOM: ton   | No Bid  |
| 9   | Ferric Chloride-Demurrage (first 4 hours free)                           |         |
|     | Quantity: 1 UOM: hr  | No Bid  |
| 1   | Pebble Quicklime   |         |
| 0   | Quantity: 1 UOM: ton   | No Bid  |
| 1   | Pebble Quicklime- Demurrage (first 4 hours free)                         |         |
| 1   | Quantity: 1 UOM: hr  | No Bid  |
| 1 2 | Soda Ash   |         |
| 2   | Quantity: 1 UOM: ton   | No Bid  |
| 1   | Soda Ash- Demurrage (first 4 hours free)                                 |         |
| 3   | Quantity: 1 UOM: hr  | No Bid  |

Response Total: \$81.59

#### TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

#### 1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

#### 2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER – means the City of Lansing, by its Board of Water and Light.

Consortium – means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Lansing, City of East Lansing, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Owosso Wastewater Plant and Drinking Water Plant.

Contract Documents – means the PURCHASER's solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER'S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

SELLER- means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day - means a calendar day.

Designated Representative – means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be coordinated through the Designated Representative.

Participants – means entities part of Mid-Michigan Drinking Water Consortium.

Work – means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

#### 3. TERMS

#### A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER's expense.

#### B. CHEMICALS FURNISHED BY SELLER

(1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER's place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

- (2) The SELLER shall notify the PURCHASER's Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.
- (3) SELLER shall supply the manufacturer's name and catalog number for each item, if applicable.
- (4) PURCHASER's Designated Representative must coordinate shipment to the site.
- (5) If requested by the PURCHASER's Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.
- (6) SELLER shall show the PURCHASER's purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.
- (7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

#### 4. PERMITS

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

#### 5. PRICE

All prices shall be a firm delivered price for the term of the contract, unless specified in SELLER's proposal or bid and accepted by the PURCHASER before award. Prices shall include any fuel surcharge.

The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The PURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

#### 6. SITE SECURITY, SAFETY AND ASSET MANAGEMENT COMPLIANCE

- (1) While on PURCHASER'S property, SELLER, its agents, employees or subcontractors shall conform in all respects with all of PURCHASER'S physical, fire, or other security policies or regulations. SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The PURCHASER'S Safety Manual can be found at <a href="https://www.lbwl.com/safetymanual">https://www.lbwl.com/safetymanual</a>. SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative's request.
- (2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER's employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.
- (3) While on PURCHASER property, SELLER'S personnel shall wear appropriate personal protection equipment.
- (4) If, in the PURCHASER's opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER'S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.
- (5) Additionally, SELLER acknowledges that BWL property is an industrial environment with certain inherent hazards. As such, SELLER and its respective subcontractors enters upon PURCHASER'S property at its own risk and waives any and all liability associated with injuries sustained on PURCHASER'S property. SELLER further understands that SELLER, in addition to its respective subcontractors will be required to review and execute such a waiver prior to entering upon PURCHASER'S property.
- (6) PURCHASER has an asset management system approach that is consistent with the requirements of ISO 55001 and forms part of a wider Integrated Management System for the PURCHASER. All SELLERS and subcontractors are responsible for understanding and following the principles encompassed in the PURCHASER'S Asset Management policy (<a href="https://www.lbwl.com/ampolicy">https://www.lbwl.com/ampolicy</a>).

# 7. INSURANCE

(1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):

- (a) Commercial General Liability Insurance, written on a per occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.
- (b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.
- (c) Worker's compensation insurance as required by Michigan law.
- (d) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$5,000,000 limit.
- (e) Contractor pollution liability insurance, written on a per occurrence basis, with \$5,000,000 limit including transportation pollution liability that covers loading and unloading and a waste brokering endorsement if disposal at non-owned site.

For all required insurance, PURCHASER shall be named an additional insured without added exclusions or limiting endorsements that diminish PURCHASER'S protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention PURCHASER has shall not be required to contribute. For itself and all of its insurers, SELLER waives its right to recover against PURCHASER for liabilities for which PURCHASER has insurance. SELLER shall furnish to PURCHASER endorsements from its insurers unconditionally entitling PURCHASER to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. SELLER shall furnish PURCHASER proof of its compliance with these insurance requirements upon demand through PURCHASER-approved means. Compliance with this section is a condition of PURCHASER'S payment to SELLER.

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney's fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER's obligations under this paragraph shall survive the expiration or termination of this Contract.

# 8. REMEDIES

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) "cover" by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

## 9. PLANT PROTECTION AND SECURITY

- (1) If the Work requires SELLER'S employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER's trucks or common carriers entering PURCHASER property are subject to inspection.
- (2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.

(3) SELLER's employees shall comply with the PURCHASER's "Weapons in the Workplace" policy and "Prevention of Violence in the Workplace" policy.

#### 10. TIME AND MANNER OF PERFORMANCE

- (1) The PURCHASER's Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER's Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some cases, a shipment may be split between two PURCHASER locations.
- (2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER's demands, in accordance with the Specifications.
- (3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

#### 11. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

#### 13. DELAY

- (1) Time is of the essence in the execution of the Work.
- (2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER's direct costs caused by the delay, including the need to "cover" by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

#### 13. GOVERNING LAW AND VENUE

- (1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.
- (2) Venue shall be in Ingham County, Michigan.

#### 14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party's reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER'S management of its plant operations and compliance with regulations, even if they impact SELLER'S ability to meet the contract requirements, do not constitute force majeure. SELLER'S inability to receive raw materials from the Producers due to Producer shortage, Producer force majeure, and/or railroad disruptions shall constitute force majeure.

#### 15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

#### 16. NONDISCRIMINATION

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

#### 17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

#### 18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

#### 19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

#### 20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- Assure that the material is being off loaded into the correct bulk tank.
- Determine the available tank volume is sufficient for the incoming delivery.
- Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate "drain blocker" mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

**END OF TERMS AND CONDITIONS** 



# JCI Jones Chemicals, Inc. Consent to Shareholder Action

January 14, 2022

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

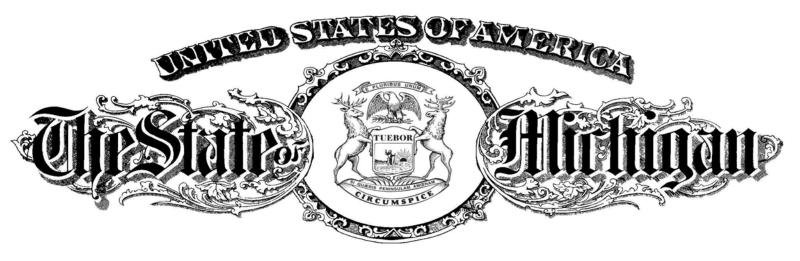
- 1. Summer Mello, National Sales Coordinator
- 2. Susan Jones, Chief Administrative Officer

are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jones, C.E.O. & President

Attest:

Ryan Jones, Vice President of Operations



# Department of Licensing and Regulatory Affairs Lansing, Michigan

This is to Certify That

#### JCI JONES CHEMICALS, INC.

a(n) New York FOREIGN PROFIT CORPORATION, was validly authorized on June 18, 1993 to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic corporation formed under this act may lawfully conduct.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 22010701003

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 31st day of January, 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



# **Payment Instructions: ACH and Wire**

BANK: PNC Bank

Two Tower Center Blvd

East Brunswick, NJ 08816

Theresa Marich: (732) 220-3592

**BENEFICIARY:** JCI Jones Chemicals, Inc.

**ACCOUNT #:** 1271042493

ACCOUNT TYPE: Checking

**ACH ROUTING #**: 267084199

**WIRE ROUTING #:** 043000096

Please email payment remittance advice to ar@jcichem.com.

Should you have any questions please contact our Accounts Receivable department using the email address above should you have any questions.

Thank you!

# JCI Jones Chemicals, Inc



# AFFIDAVIT OF COMPLIANCE

#### SODIUM HYPOCHLORITE

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hypochlorite solution comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Hypochlorites, AWWA B300-18.

We believe the above certification holds true until such a time as the AWWA Standard for Hypochlorites is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

Summer Mello

Summer Mello National Sales Administrator 1765 Ringling Blvd Sarasota, FL 34236 (941) 330-1537

# CERTIFICATE OF COMPLIANCE

Certificate Number
Report Reference

20140416-MH18026 MH18026-20020829

Issue Date

2014-APRIL-16

Issued to:

JCI JONES CHEMICALS INC

1765 RINGLING BLVD SARASOTA FL 34236

This is to certify that representative samples of

DRINKING WATER TREATMENT CHEMICALS Sunny Sol® 150", "Sunny Sol® 100 Plus",

Sunny Sol® 100", "Sunny Sol® Bleach

Have been investigated by UL in accordance with the

Standard(s) indicated on this Certificate.

Standard(s) for Safety:

NSF/ANSI 60 - Drinking Water Treatment Chemicals -

Health Effects

Additional Information:

See the UL Online Certifications Directory at <a href="https://www.ul.com/database">www.ul.com/database</a> for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada: with the word "CLASSIFIED" (as shown); a control number (may be

alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

William R. Camey, Director, North American Certification Programs

NT TFC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at <u>www.ul.com/contactus</u>



# JCI JONES CHEMICALS, INC. Product Specification Sunny Sol® 150 (FILTERED)

#### SPECIFICATION

|   | MINIMUM                                 | TYPICAL               | MAXIMUM   |
|---|---|-----------------------|---|
| Sodium Hypochlorite   |   |                       |   |
| Weight Percent  | 12.5                                    | 14.0                  | 15.6  |
| Excess Sodium Hydroxide   |   |                       |   |
| Weight Percent<br>Grams/Liter   | 0.1<br>1.2                              | 0.6<br>7.7            | 2.0<br>25.0   |
| Available Chlorine  |   |                       |   |
| Weight Percent<br>Trade (Volume) Percent<br>Grams/Liter                                     | 11.9<br>14.2<br>142                     | 13.3<br>16.1<br>161.4 | 14.8<br>18.5<br>185   |
| Specific Gravity @ 68°F (20°C)  | 1.196                                   | 1.211                 | 1.249   |
| Weight of Solution @ 68°F (20°  | C) 10.0                                 | 10.1                  | 10.4  |
| Inert Ingredients   |   |                       | MAXIMUM   |
| Sodium Carbonate<br>Sodium Chloride   | Na <sub>2</sub> CO <sub>3</sub><br>NaCl |                       | 0.5% wt<br>12.5% wt   |
| <u>Metals</u>   |   |                       | MAXIMUM   |
| Arsenic Barium Cadmium Chromium Cobalt Copper Iron Manganese Nickel Selenium Silver Mercury | As Ba Cd Cr Co Cu Fe Mn Ni Se Ag Hg     |                       | <pre>&lt;0.500 mg/L &lt;0.050 mg/L</pre> |

NOTE: Always read and follow the product label and Safety Data Sheet (SDS).

(Continued on next page)

# JCI JONES CHEMICALS, INC. Product Specification Sunny Sol® 150 (FILTERED)

# Description

This product is a water solution of sodium hypochlorite. Inert ingredients, other than water and salt, include trace metallic and inorganic salt contaminants from raw materials and natural decomposition products. This product is registered with the USEPA (EPA Registration Number: 1744-20001), has USDA approvals 3D, B1, D2, L1 and Q4, meets ANSI/AWWA Standard B300-10, meets the FDA requirements of 21 CFR 178.1010, and meets the requirements of ANSI/NSF Standard 60 (Maximum Use Level: 80 mg/L).

This specification is based on registration requirements, mathematical calculation and historical product variability. JCI Jones Chemicals, Inc. does not make any expressed or implied warranty that future production will demonstrate or continue to possess typical properties.

# Jones Chemicals Inc.

# **SAFETY DATA SHEET**



1. Identification

Product identifier Sunny Sol® 150

Other means of identification

**SDS number** 1201001

**Synonyms** Sodium Hypochlorite Solution, Bleach.

Recommended use Disinfection of Drinking Water, Sewage & Wastewater Effluent Treatment, Swimming Pool Water

Disinfection. Please contact JCI Jones Chemicals, Inc. for additional recommended uses.

**Recommended restrictions**None known.

Company nameJCI Jones Chemicals, Inc.Address1765 RIngling Boulevard

Sarasota, FL 34236

**General Information** 

Telephone (800) 477-1078
Website www.jcichem.com
Emergency phone number CHEMTREC

US: 1-800-424-9300 Canada: 1-800-567-7455

2. Hazard(s) identification

Physical hazardsCorrosive to metalsCategory 1Health hazardsSkin corrosion/irritationCategory 1Serious eye damage/eye irritationCategory 1

Specific target organ toxicity, single exposure Category 3 respiratory tract irritation

Category 1

Category 2

Environmental hazards Hazardous to the aquatic environment, acute

hazard

Hazardous to the aquatic environment,

long-term hazard

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory

irritation. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or

vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only

in original container. Avoid release to the environment.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and

keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If in eyes: Rinse cautiously with water for several minutes. Remove

contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material

damage. Collect spillage.

Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive

resistant container with a resistant inner liner.

Sunny Sol 150 SDS US

1201001 Version #: 01 Revision date: - Issue date: 1-December-2014

Disposal

Hazard(s) not otherwise classified (HNOC)

Dispose of contents/container in accordance with local/regional/national/international regulations.

None known.

#### **Supplemental information**

Contact with acids liberates toxic gas.

# 3. Composition/information on ingredients

#### **Mixtures**

| Chemical name       | CAS number | %           |
|---------------------|------------|-------------|
| Sodium hypochlorite | 7681-52-9  | 12.5 - 15.6 |
| Sodium hydroxide    | 1310-73-2  | 0.1 - 2.0   |

#### 4. First-aid measures

Inhalation

Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact

Take off immediately all contaminated clothing. Wash off IMMEDIATELY with plenty of water for at least 15-20 minutes. Get medical attention immediately. Wash contaminated clothing before reuse. Call a physician or poison control center immediately.

Eye contact

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.

Ingestion

Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important

symptoms/effects, acute and

Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

delayed

Indication of immediate medical attention and special treatment needed

Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. With eye exposure, continue flushing during transport to hospital.

**General information** 

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

# 5. Fire-fighting measures

Suitable extinguishing media

Unsuitable extinguishing

media

Fire-fighting

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

During fire, gases hazardous to health may be formed.

Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry extinguishing media that contains ammonium compounds.

Specific hazards arising from the chemical

Special protective equipment

and precautions for firefighters

equipment/instructions General fire hazards

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

In case of fire and/or explosion do not breathe fumes. Use standard firefighting procedures and consider the hazards of other involved materials.

No unusual fire or explosion hazards noted

## 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS.

Methods and materials for containment and cleaning up Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

**Environmental precautions** 

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases.

# 7. Handling and storage

Precautions for safe handling

Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.

SDS US Sunny Sol 150 2/8 Revision date: -Issue date: 1-December-2014

Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents, and all metals except titanium.

# 8. Exposure controls/personal protection

#### Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

| Components            | Туре | Value   |  |
|-----------------------|------|---------|--|
| Sodium hydroxide (CAS | PEL  | 2 mg/m3 |  |
| 1310-73-2)            |      |         |  |

#### **US. ACGIH Threshold Limit Values**

| Components            | Туре    | Value   |
|-----------------------|---------|---------|
| Sodium hydroxide (CAS | Ceiling | 2 mg/m3 |
| 1310-73-2)            |         |         |

#### US. NIOSH: Pocket Guide to Chemical Hazards

| Components            | Туре    | Value   |  |
|-----------------------|---------|---------|--|
| Sodium hydroxide (CAS | Ceiling | 2 mg/m3 |  |
| 1310-73-2)            |         |         |  |

#### US. Workplace Environmental Exposure Level (WEEL) Guides

| Components               | Туре | Value   |  |
|--------------------------|------|---------|--|
| Sodium hypochlorite (CAS | STEL | 2 mg/m3 |  |
| 7681-52-9)               |      |         |  |

**Biological limit values** 

Appropriate engineering

controls

No biological exposure limits noted for the ingredient(s).

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

#### Individual protection measures, such as personal protective equipment

Wear safety glasses with side shields (or goggles) and a face shield. Wear a full-face respirator, if Eye/face protection

needed.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Wear appropriate chemical resistant clothing. Reports indicate that sodium hypochlorite can react Other

with various fabrics usually increasing with concentration. Reactions vary significantly depending on strength of chemical, material, fabric treatment and color of dyes. FRC treated cotton has a stronger response than plain cotton. Poly blend fabrics and meta aramid fabric have a weaker response than natural fibers. Contact the Personal Protective Equipment manufacturer for specific

information about their products.

If engineering controls do not maintain airborne concentrations below recommended exposure Respiratory protection

limits (where applicable) or to an acceptable level (in countries where exposure limits have not

been established), an approved respirator must be worn.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective

equipment to remove contaminants.

# 9. Physical and chemical properties

**Appearance** 

Physical state Liquid. Form Liquid. Color Not available. Odor Pungent. Odor threshold 0.9 mg/m<sup>3</sup>

12 - 14 (25 °C/77 °F) pН

Melting point/freezing point -11 °F (-24 °C) (12.5% solution)

Initial boiling point and boiling

range

Not available.

Flash point Not applicable

SDS US Sunny Sol 150 Revision date: -Issue date: 1-December-2014

1201001 Version #: 01

Evaporation rate No data available
Flammability (solid, gas) Not available.
Upper/lower flammability or explosive limits

Flammability limit - lower

Not applicable

(%)

Flammability limit - upper

(%)

Not applicable

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure 12 mm Hg (20°C/68°F)

Vapor densityNot available.Relative densityNot available.

Solubility(ies)

Solubility (water) Completely miscible

Partition coefficient (n-octanol/water)

Not available.

Auto-ignition temperature Not applicable

Decomposition temperature Not available.

Viscosity Not available.

Other information

Bulk density Not applicable

Molecular formulaNaOCIMolecular weight74.5 g/mol

# 10. Stability and reactivity

**Reactivity**The product is stable and non-reactive under normal conditions of use, storage and transport.

**Chemical stability**Material is stable under normal conditions. **Possibility of hazardous**Hazardous polymerization does not occur.

reactions

Conditions to avoid Contact with incompatible materials. Avoid ultraviolet (UV) light sources. Excessive heat. Reacts

violently with strong acids. Acid contact will produce chlorine gas. Amine contact will produce

chloramines.

Incompatible materials Strong oxidizing agents. Acids. Metals. Organic compounds. Ammonia.

**Hazardous decomposition** 

products

No hazardous decomposition products are known.

# 11. Toxicological information

#### Information on likely routes of exposure

**Ingestion** Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may

produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.

**Inhalation** Vapors and spray mist may irritate throat and respiratory system and cause coughing.

Skin contactCauses skin burns.Eye contactCauses eye burns.

Symptoms related to the physical, chemical and toxicological characteristics

Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.

Permanent eye damage including blindness could result.

#### Information on toxicological effects

**Acute toxicity** Occupational exposure to the substance or mixture may cause adverse effects.

Product Species Test Results

Sodium Hypochlorite, 5 - 17% (CAS Mixture)

**Acute**Dermal

LD50 Rabbit > 2 g/kg

Oral

LD50 Rat 3 - 5 g/kg

1201001 Version #: 01 Revision date: - Issue date: 1-December-2014 4 / 8

<sup>\*</sup> Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye

irritation

Causes serious eye damage.

Respiratory or skin sensitization

No data available Respiratory sensitization Skin sensitization No data available.

No data available to indicate product or any components present at greater than 0.1% are Germ cell mutagenicity

mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

# IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium hypochlorite (CAS 7681-52-9)

3 Not classifiable as to carcinogenicity to humans.

Reproductive toxicity No data available.

Specific target organ toxicity -

single exposure

May cause respiratory irritation.

Specific target organ toxicity -

repeated exposure

No data available.

Not classified, however droplets of the product may be aspirated into the lungs through ingestion Aspiration hazard

or vomiting and may cause a serious chemical pneumonia.

**Chronic effects** Prolonged or repeated overexposure causes lung damage.

**Further information** Prolonged inhalation may be harmful.

# 12. Ecological information

**Ecotoxicity** Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

**Product Test Results** Species

Sodium Hypochlorite, 5 - 17% (CAS Mixture)

Aquatic

Crustacea LC50 Daphnia 1 mg/l

LC50 Fish Bluegill (Lepomis macrochirus) 0.6 mg/l, 48 hours

\* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

No data available for this product. Bioaccumulative potential

Not available. Mobility in soil

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation

potential, endocrine disruption, global warming potential) are expected from this component.

#### 13. Disposal considerations

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material

and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international

regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused

products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is

emptied. Empty containers should be taken to an approved waste handling site for recycling or

disposal.

# 14. Transport information

DOT

**UN** number UN1791

**UN proper shipping name** Transport hazard class(es) Hypochlorite solutions

Class 8 Subsidiary risk **Packing group** Ш

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

**Special provisions** IB3, N34, T4, TP2, TP24

Sunny Sol 150 SDS US **Packaging exceptions** 154 Packaging non bulk 203 Packaging bulk 241

**IATA** 

**UN** number UN1791

UN proper shipping name Hypochlorite solution

Transport hazard class(es)

Class 8 **Subsidiary risk** Label(s) 8 Packing group Ш **Environmental hazards** Yes

**ERG Code** 8L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

**IMDG** 

**UN** number UN1791

**UN** proper shipping name HYPOCHLORITE SOLUTION

Transport hazard class(es)

**Class** 8 **Subsidiary risk** Label(s) 8 Packing group Ш **Environmental hazards** 

Marine pollutant Yes F-A, S-B

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and

the IBC Code

# 15. Regulatory information

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication **US** federal regulations

Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) LISTED Sodium hypochlorite (CAS 7681-52-9) LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

**Hazard categories** Immediate Hazard - Yes

> Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous

Yes

chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act

Not regulated.

(SDWA)

Sunny Sol 150 SDS US 6/8

1201001 Version #: 01 Revision date: -Issue date: 1-December-2014

#### **US** state regulations

#### **US. Massachusetts RTK - Substance List**

Sodium hydroxide (CAS 1310-73-2) Sodium hypochlorite (CAS 7681-52-9)

#### US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2) Sodium hypochlorite (CAS 7681-52-9)

#### US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2) Sodium hypochlorite (CAS 7681-52-9)

#### **US. Rhode Island RTK**

Sodium hydroxide (CAS 1310-73-2) Sodium hypochlorite (CAS 7681-52-9)

#### **US. California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

#### US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Australian Inventory of Chemical Substances (AICS)

Not listed.

#### **International Inventories**

Australia

Country(s) or region

| Canada      | Domestic Substances List (DSL)   | Yes |
|-------------|--|-----|
| Canada      | Non-Domestic Substances List (NDSL)                                    | No  |
| China       | Inventory of Existing Chemical Substances in China (IECSC)             | Yes |
| Europe      | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe      | European List of Notified Chemical Substances (ELINCS)                 | No  |
| Japan       | Inventory of Existing and New Chemical Substances (ENCS)               | Yes |
| Korea       | Existing Chemicals List (ECL)  | Yes |
| New Zealand | New Zealand Inventory  | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS)      | Yes |

<sup>\*</sup>A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s). A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

Toxic Substances Control Act (TSCA) Inventory

# 16. Other information, including date of preparation or last revision

**Inventory name** 

1744-20001 **USEPA Registration Number** 

United States & Puerto Rico

ANSI/NSF Standard 60 Certified Maximum Use Level: 80 mg/L

AWWA Standard AWWA B300-10 **USDA Authorized Uses** 3D, B1, D2, L1, Q4

**Issue Date** December 1, 2014 **Revision Date** N/A

**NFPA Ratings** 



List of abbreviations LD50: Lethal Dose, 50%.

> LC50: Lethal Concentration, 50%. EC50: Effective concentration, 50%. TWA: Time weighted average.

EPA: AQUIRE database References

HSDB® - Hazardous Substances Data Bank

US. IARC Monographs on Occupational Exposures to Chemical Agents

IARC Monographs. Overall Evaluation of Carcinogenicity

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Olin Chlor Alkali Products Safety Data Sheet

7/8 1201001 Version #: 01 Revision date: -Issue date: 1-December-2014

On inventory (yes/no)\*

Yes

# Disclaimer

This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.

Sunny Sol 150 SDS US

#### SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE

#### IRAN ECONOMIC SANCTIONS ACT

# Michigan Public Act No. 517 of 2012

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. The Lansing Board of Water & Light shall not accept any bid that does not include this sworn and notarized certification of statement.

The undersigned, the owner or authorized officer of JCl Jones Chemicals, Inc. (the Bidder), pursuant to the compliance certification requirement provided in the Lansing Board of Water & Light Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

Specifically, the undersigned, owner or authorized officer of <u>JCl Jones Chem</u> (the Bidder) attests it does not fall within the following definition of a "Iran linked business" under the Iran Economic Sanctions Act:

# MCL 129.312 (e) of the Act provides:

- (e) "Iran linked business" means either of the following:
  - (i) A person [as defined below by MCL 129.312(f)] engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
  - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

#### MCL 129.312(f) of the Act defines "Person" as follows:

- (f) "Person" means any of the following:
  - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Lansing Board of Water & Light's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

|  | BIDDEI<br>By:<br>Its: | JCI Jones Chemicals, Inc.  Summer Mello  Nat'l Sales Admin  4/14/22  |
|--|-----------------------|--|
| STATE OF Florida   | Date:                 | 4114122  |
| COUNTY OF Sarasota  This instrument was acknowledged before me of Summer Mello | on the 14             | _day of _ <b>April</b> _, 20 <b>22</b> , by  |
|  |                       | Notary Public  Acting  Notary Public  Notary Public  Notary Public  Acting  Notary Public  Notar |